

Headwaters RC&D Area Inc.  
Homeowner Fuel Reduction Cost-Share Grant Program

This Agreement is between Madison County, the Headwaters RC&D Area, Inc. (HRCD) and \_\_\_\_\_(homeowner)  
Tax Identification (Social Security) No. \_\_\_\_\_. The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

**Section 1. PURPOSE.** The purpose of this Agreement is to establish mutually agreeable terms, conditions and specifications in order to provide a grant to the homeowner up to 75% of the cost of approved activities listed herein to help reduce the risk of wildland fire(s) and create defensible space around the residence and other structures on private property belonging to the homeowner. Fuels reduction activities include, but are not limited to: thinning, pruning, felling, reduction of ladder fuels and slash disposal. This grant is issued contingent upon the Madison County and HRCD receiving grant funding from the USDA Forest Service, Bureau of Land Management or such other source as may become available. This is a cost-share project, for which the homeowner will be reimbursed upon completion of the work and verification of actual costs and receipts by the Madison County Risk Mitigation Coordinator, Joseph G. Husar, P.O. Box 186, Harrison, MT 59735 and approval thereof by the Madison County Director of Emergency Management.

**Section 2. TERM.** This Agreement is effective when signed by all parties to the Agreement. The effective date is the last date of signing, or upon compliance with Section 9, Independent Contractors, whichever is later, and shall terminate six months from the last date of signing unless terminated earlier pursuant to Section 16, Termination.

**Section 3. CONTACTS.** All communications by the homeowner to Madison County concerning the terms of this Agreement shall be addressed to Frank R. Ford, PO Box 278, Virginia City, Montana, 59755 tel: (406)843-4253. Communications regarding details of the agreed upon work, progress and completion should be addressed to the Risk Mitigation Coordinator at the above address. All communications by Madison County to the homeowner shall be addressed to:

Homeowner Name: \_\_\_\_\_ Daytime  
Phone: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
Mailing Address \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Section 4. SCOPE OF WORK.**

Legal Location \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/4 Section \_\_\_\_\_ Twnshp \_\_\_\_\_ Range \_\_\_\_\_  
P.M.M.

Lot # \_\_\_\_\_ Subdivision \_\_\_\_\_

Purpose (Check all that apply)

- ☐ Defensible Space Practices
- ☐ Hazard Prevention Thinning
- ☐ Hazard Reduction Pruning
- ☐ Hazard Reduction
- ☐ Burning of Hand Piles
- ☐ Other (specify) \_\_\_\_\_

Brief Project Description:

Size/Specifics of Proposed Treatment Area: \_\_\_\_\_ attach map or sketch as Appendix “A”.

ESTIMATE OF TREATMENT(S) AND COST-SHARE AMOUNTS

Treatment	Cost Per Acre	Total Cost	Homeowner Contribution	HRCD Grant Contribution (Max. 50%)*	Completion Date
TOTALS					

**\*\*Final treatment and cost-share amounts will be determined upon completion of each treatment.**

The homeowner shall be solely responsible for implementation of prescribed fuel treatments aimed at helping to reduce the risk of wildland fires and, in the event of a fire, helping to minimize losses to the homeowner by creating defensible space around the home and other structures. The Risk Mitigation Coordinator, Joseph Husar, will work with the homeowner to assist him/her identify approved activities, allowable costs, and reimbursable limits for the work necessary to achieve the goal(s) of this cost-share program. The homeowner may perform the work himself/herself, utilize contracted labor, or other appropriate means of completing the work. Upon completion and inspection of the work and the costs thereof, the homeowner will be reimbursed for 75% of actual costs not to exceed \$2,250.00 for up to two acres and not to exceed \$4,500.00 for over two acres per homeowner. The homeowner agrees to maintain his or her property in the future in a

condition similar to that attained under this agreement and in a manner suitable to continued compliance with the intent of risk reduction and defensible space creation as set forth herein.

**Section 5. PAYMENT.** HRCd and Madison County agree to reimburse the landowner an amount not to exceed \$2,250.00 for work on up to two acres and not to exceed \$4,500 for over two acres. The landowner shall submit invoices to the Madison County Department of Emergency Management for reimbursement of approved services as outlined herein. Payment will normally be made upon completion of the entire project. Partial payments for completing individual activities may be made in special cases at the discretion of the Risk Mitigation Coordinator, subject to approval by the Director of Emergency Management. Upon completion of the project, the Risk Mitigation Coordinator will provide a Project Completion Form and a request for payment to the homeowner who will fill out and return the form together with substantiating receipts, invoices and other pertinent documentation. The Risk Mitigation Coordinator will certify that the agreed upon work has been accomplished satisfactorily and submit the form to the Director of Emergency management for payment. Payment will be made within thirty (30) days of receipt of a properly executed Project Completion Form.

**Section 6. LEGAL REQUIREMENTS.** The homeowner shall comply with all applicable federal, state, and local laws, statutes and ordinances and all applicable rules, regulations, and standards established by HRCd.

**Section 7. LAW AND VENUE.** Any action at law or suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Montana. This Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement venue shall be in the First Judicial District in and for the County of Butte-Silver Bow.

**Section 8. Independent Contractors** Neither the homeowner or any contractor commissioned by the homeowner are employees of Madison County or HRCd. Homeowners will be the contracting party for all hazardous fuels reduction work and therefore responsible for payment of all contracts and/or supplies incurred as a result of work under this agreement. Madison County and HRCd will not direct nor have any control over the fuels reduction activities carried out by the homeowner. In the event the homeowner hires a contractor to carry out fuel reduction activities, the homeowner must ensure that the contractor has Workers' Compensation coverage or the appropriate exemption together with appropriate liability insurance. The homeowner's failure to hire a contractor with the required Workers' Compensation coverage or an approved exemption shall automatically void this Agreement. The homeowner shall provide HRCd with the appropriate proof of the contractor's Workers' Compensation coverage or of an approved exemption, prior to the contractor beginning work on the homeowner's property.

**Section 9. EQUAL EMPLOYMENT.** Any hiring of contractors or employees under this Agreement shall be on the basis of merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, or political belief. "Qualifications" mean qualifications as are generally related to competent performance of the particular occupational task.

**Section 10. PUBLIC INFORMATION AND OWNERSHIP OF PRODUCTS.** All information resulting from the project funded under this Agreement shall be made available to the public. Upon completion of this Agreement, all information, reports, data, records, documents, and materials pertaining to this Agreement shall be available to the public. The homeowner shall indemnify and hold harmless Madison County and HRCd from liability for injury caused by the release of any information, reports, data, records, documents, and materials provided by the homeowner.

**Section 11. INDEMNITY AND LIABILITY (Hold Harmless/Indemnification):** The homeowner agrees to be financially responsible for any audit exception or other financial loss to any of the parties of this agreement, including the Risk Mitigation Coordinator, which occurs due to the negligence, intentional acts, or failure by the homeowner and/or its agents, employees, subcontractor, or representative to comply with the terms of this Agreement.

The homeowner agrees to indemnify Madison County and HRCd, their officials, agents, contractors and employees, while acting within the scope of their duties and hold them harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the homeowner's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the homeowner and/or its agents, employees, subcontractors or its representatives under this Agreement, all to the extent of the homeowner's negligence.

**Section 12. ASSIGNMENTS, TRANSFERS AND SUBCONTRACTS.** There will be no assignment, transfer or subcontracting of this Agreement, nor any interest in this Agreement except as set forth herein, unless agreed to by both parties in writing as provided in Section 14, Modifications. This Agreement shall be binding on all successors and assigns of the homeowner, including successors in interest.

**Section 13. AUDIT.** The homeowner shall maintain reasonable records of its performance under this Agreement. The homeowner agrees that Madison County, HRCd, the Legislative Auditor, or the Legislative Fiscal Analyst may audit all records, reports, and other documents that any of the contracting parties maintains under or in the course of this Agreement to insure compliance with this Agreement. Such records, reports, and other documents may be audited at any reasonable time.

**Section 14. MODIFICATIONS.** This instrument contains the entire Agreement between the parties, and no statement, promises, or inducements made by either party, or agents of either party, which are not contained in this Agreement shall be valid or binding and this Agreement may not be enlarged, modified or altered except as provided in this Agreement. No letter, telegram, or other communication passing between the parties to this Agreement, concerning any matter during the term of this Agreement shall be deemed a part of this Agreement unless it is distinctly stated and is signed by the authorized representative of each of the parties to this Agreement.

**Section 15. TERMINATION.** Upon breach of any of the terms and conditions of this Agreement by the homeowner, Madison County may terminate this Agreement and have any and all remedies at law or equity. The homeowner may cancel this Agreement upon mutual written agreement signed by Madison County. Madison County or HRCd may postpone or cancel this Agreement if subsequent funding does not for any lawful reason become available.

**Section 16. WAIVER.** A waiver of any particular provision of this Agreement by Madison County or HRCD shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude Madison County or HRCD from insisting on strict compliance with this Agreement in other circumstances.

**Section 17. CONTENTS.** This Agreement consists of pages 1-2 and Appendix A -- “Map of Proposed Treatment Area/Project Specifications” (which may be hand-drawn in sufficient detail to adequately identify the area and features agreed upon herein).

**Section 18. REPORT(S).** The Project Completion Report shall contain a brief narrative of all activities, copies of pertinent invoices and receipts, and photos, if available. Partial completion reports may be submitted where appropriate to support homeowner claims of progress as appropriate. Failure to satisfactorily provide agreed upon reports, including the final Project Completion Report, as required may cause Madison County and/or HRCD to terminate this Agreement or withhold payments to the homeowner.

**Section 19. INSURANCE REQUIREMENTS.** The homeowner shall maintain for the duration of this Agreement, at the homeowner’s cost, primary insurance coverage against claims for injuries to persons or damages to property, including contractual liability, which may arise from work performed under this Agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the homeowner or its officers, agents, representatives, assigns, or servants.

A Certificate of Insurance indicating compliance with the required coverages, must be filed with the Risk Mitigation Coordinator and attached to this agreement prior to signature by HRCD.

**Section 20. AGREEMENT RENEWAL.** This Agreement may, upon mutual written agreement between the parties and according to the terms of the existing contract, be extended.

\_\_\_\_\_  
Homeowner

Date \_\_\_\_\_

\_\_\_\_\_  
Joseph G. Husar,  
Risk Mitigation Coordinator

Date \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Frank R. Ford  
Director of Emergency Management  
Madison County

Date \_\_\_\_\_

\_\_\_\_\_  
Headwaters R. C. & D.

Date \_\_\_\_\_